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MARGER JOHNSON & MCCOLLOM, P.C. - NOVELL
210 SW MORRISON STREET
SUITE 400
PORTLAND, OR 97204

EXAMINER
LY, CHEYNE D

ART UNIT	PAPER NUMBER
2168	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

	Application No.	Applicant(s)
	10/626,097	TAYSOM, PAUL JAMES
Office Action Summary	Examiner	Art Unit	
	CHEYNE D. LY	2168	

-- *The MAILING DATE of this communication appears on the cover sheet with the correspondence address* --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS,
WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>07 August 2008</u>.
2a)☒ This action is FINAL. 2b)☐ This action is non-final.
3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
  closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>17-24,26-30,32,44-46,48,49,54,60-62 and 68-70</u> is/are pending in the application.
  4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5)☐ Claim(s) _____ is/are allowed.
6)☒ Claim(s) <u>17-24,26-30,32,44-46,48,49,54,60-62 and 68-70</u> is/are rejected.
7)☐ Claim(s) _____ is/are objected to.
8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.
10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.
  Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
  Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
  a)☐ All b)☐ Some * c)☐ None of:
    1.☐ Certified copies of the priority documents have been received.
    2.☐ Certified copies of the priority documents have been received in Application No. _____.
    3.☐ Copies of the certified copies of the priority documents have been received in this National Stage
      application from the International Bureau (PCT Rule 17.2(a)).
  * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3)☒ Information Disclosure Statement(s) (PTO/SB/08)
  Paper No(s)/Mail Date <u>08/07/08</u>.

4)☐ Interview Summary (PTO-413)
  Paper No(s)/Mail Date. _____.
5)☐ Notice of Informal Patent Application
6)☐ Other: _____.

DETAILED ACTION

1.   Applicants' arguments filed June 09, 2008 have been fully considered but they are not

deemed to be persuasive. Rejections and/or objections not reiterated from previous office

actions are hereby withdrawn. The following rejections and/or objections are either reiterated or

newly applied. They constitute the complete set presently being applied to the instant

application.

2.   The IDS, filed August 07, 2008, has been fully considered.

3.   Claims 17-24, 26-30, 32, 44-46, 48, 49, 54, 60-62, and 68-70 are examiner on the merits.

REMARKS

4.   The rejections of record have been withdrawn as necessitated by claim amendments.

Therefore, Applicant's arguments directed to withdrawn rejections are moot.

5.   As Applicant's argument directed to Yin, Applicant's argument is not persuasive because

Figure 5A describes the contract object (502) comprising locators and identifiers within the

contract objects.

Claim Rejections - 35 USC § 103

6.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in
> section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are
> such that the subject matter as a whole would have been obvious at the time the invention was made to a person
> having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the
> manner in which the invention was made.

7.   This application currently names joint inventors. In considering patentability of the

claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various

claims was commonly owned at the time any inventions covered therein were made absent any

evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out

the inventor and invention dates of each claim that was not commonly owned at the time a later

invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c)

and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

8.   Claims 17, 32, and 44 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Gower (US 5,535,383 A) in view of Baker et al. (US 5381545 A) (Baker hereafter).

9.   In regard to claim 17, Gower discloses a computer-implemented method for using a

contract object (Abstract), comprising:

> Identifying first object (column 2, last line, and column 3, lines 12-50, e.g. principal
>
> object);
>
> Identifying second object (column 3, line 1, and column 3, lines 12-50, e.g. the other
>
> principal object);
>
> Determining a relationship between the first object and the second object (column 3, lines
>
> 12-50, e.g. determination steps, and column 4, lines 19-39);
>
> using the contract object to represent the relationship between the first object and the
>
> second object (column 3, lines 12-50, column 4, lines 40-41, e.g. a contract is created);
>
> associating a first rule with the contract object the first rule including a first event that can
>
> occur to the first object and a first action (column 4, lines 41-51, e.g. contract object has a
>
> list of constraints that must be enforced);
>
> receiving the first event (column 4, lines 40-50, e.g. triggers, column 4, Example 4, e.g.
>
> change notification mechanism);

accessing the first rule associated with the contract object (column 4, lines 40-50, e.g.

triggers, column 4, Example 4, e.g. change notification mechanism); and

updating at least one of the contract object and the second object according to the first

action responsive to the first event (column 7, lines 34-35, e.g. if a contract is terminated,

it may be desirable to require messages to be sent to the other parties, or to have some

other action performed, column 10, lines 37-46);

recording an entry in a transaction log, the entry representing that the contract is created

to relate the first object and the second object; (column 9, lines 39-44, e.g. database

auditing keeps track of what actions were done by which principals…record both the

identity of the principal owning the transaction).

10.   However, Gower does not describe the limitation of removing the entry from the

transaction log after the contract object is created.

11.   Baker describes the limitation of removing the entry from the transaction log after the

contract object is created (column 8, lines 34-42, e.g. writes an update entry to the recovery log,

and deleted when that LUW completes).

12.   Gower describes standard contracts may require advance notification of an upcoming

database schema change, or specify what happens in the event of a computer network failure

(column 10, lines 37-39). While, Baker describes an improvement related to the backup and

subsequent recovery of data in a data processing system in the event of a system failure (column

1, lines 5-13).

13.   One of ordinary skill in the art at the time of the instant invention would have been

motivated by Baker to improve the system of Gower to utilize the recovery log of Baker in the

event of a system failure. Therefore, it would have been obvious to one of ordinary skill in the art to make and use the system of Gower with the recovery log of Baker in the event of a system failure.

14.   In regard to claim 32, Gower in view of Baker describes using the entry to reconstruct the contract object after the contract object is lost (column 2, lines 39-40, e.g. means for recovering the database by reinstating the backup copy and applying the updates contained in any log entries made after said recovery point).

15.

16.   Claims 18, 20, 26, 45, 60, 61, and 68-70 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gower (US 5,535,383 A) in view of Baker et al. (US 5381545 A) (Baker hereafter) as applied to claims 17, 32, and 44 above, and further in view of Gorur et al. (April 2003).

17.   In regard to claims 18 and 20, Gower in view of Baker describes the claimed invention except for the limitations below. However, Gorur discloses the method comprising:

Identifying a first objection includes identifying a plurality of first objects (Figure 2, especially, Items 222, 224, 226, and 228);

Determining a relationship includes determining a plurality of relationships between each of the first objects and the second object (page 6, [0081, especially, "the interrelationships between contracts and contract participants"); and

Using the contract object includes using a plurality of contract objects to represent the plurality of relationships between the plurality of first objects and the second object (page 6, [0081, especially, "the interrelationships between contracts and contract participants").

Gorur describes an "invention relates generally to enterprise management, and more specifically to a system and method for improving collaboration between entities in a work environment" (page 1, [0006]) requiring software objects (page 2, [0026]). While, Gower describes an improvement to permit collaboration between principal objects to achieve a task using contract objects (column 7, lines 61-62). Further, Gower describes standard contracts may require advance notification of an upcoming database schema change, or specify what happens in the event of a computer network failure (column 10, lines 37-39). Baker describes an improvement related to the backup and subsequent recovery of data in a data processing system in the event of a system failure (column 1, lines 5-13). Therefore, it would have been obvious to one of ordinary skill in the art to modify the software objects of Gorur to permit collaboration between principal objects to achieve a task using contract objects as described by Gower in view of Baker.

18.   In regard to claim 26, Gorur in view of Gower and Baker discloses associating a second rule with the contract object, the second rule including a second event that can occur to the second object and a second action (page 4, [0050], "rules can be defined to produce an action upon the satisfaction of a condition…in the context of an event, such as entering or exiting" and "added or moved").

19.   In regard to claim 60, Gorur in view of Gower and Baker discloses

receiving the second event (page 4, [0050], "added or moved");

accessing the second rule associated with the contract object (page 4, [0050], "rules can be defined to produce an action upon the satisfaction of a condition…in the context of an event, such as entering or exiting"); and

updating at least one of the contract object and the first object according to the second

action responsive to the second event (page 4, [0050], "a rule can be defined such that all

contract participants are alerted when contract state machine 100 changes state...a

participant is notified when they are added or removed as the provider or customer of a

contract."

20.   In regard to claim 61, as cited above, Gorur in view of Gower and Baker discloses rules

as applied to the plurality of events. Therefore, the alerting when the contract state machine

changes state as correspond to the added or removed event as been interpreted as "selecting the

second rule from a plurality of rules based receiving the second event occurring to the second

object" (participants).

21.   In regard to claims 45 and 68-70, Gorur in view of Gower and Baker discloses the

computer readable medium (claim 30) for implementing the above cited method.

22.   **Claims 19, 21-24, 27-30, 46, 48, and 49 are rejected under 35 U.S.C. 103(a) as being**

unpatentable over Gower (US 5,535,383 A) in view of Baker et al. (US 5381545 A) (Baker

hereafter) and Gorur et al. (April 2003) (Gorur hereafter) **as applied to claims 17, 18, 20, 26, 32,**

44, 45, 60, 61, and 68-70 above, and further in view of Yin et al. (US 2002/0091539) (Yin

hereafter).

MOTIVATION TO COMBINE

23.   Yin describes "need exists for a method and a system to over come the...short coming of

the prior art contract management system and provide a centralized contract system...a

multilateral environment" (page 2, column 2, last 3 lines, to page 3, column 1, line 3). Gorur

describes an "invention relates generally to enterprise management, and more specifically to a
system and method for improving collaboration between entities in a work environment" (page
1, [0006]) requiring software objects (page 2, [0026]). While, Gower describes an improvement
to permit collaboration between principal objects to achieve a task using contract objects
(column 7, lines 61-62). Further, Gower describes standard contracts may require advance
notification of an upcoming database schema change, or specify what happens in the event of a
computer network failure (column 10, lines 37-39). Baker describes an improvement related to
the backup and subsequent recovery of data in a data processing system in the event of a system
failure (column 1, lines 5-13). One of ordinary skill in the art at the time of the invention would
have been motivated by Yin to modify the software objects of Gorur to permit collaboration
between principal objects to achieve a task using contract objects as described by Gower in view
of Baker.

PRIOR ART

24.   In regard to claims 19, 21, and 46, Gorur in view of Gower and Baker describes all the
limitations of said claims except for the limitations "each contract object represents the
relationship between exactly one of the plurality of first objects and the second object." Yin
describes each contract object represents the relationship between exactly one of the plurality of
first objects and the second object (Figure 9, especially, Contract class, ProviderAccountId (FK),
ConsumerAccountID (FK), and ParentContracId(FK)) wherein the schema of Figure 9 represents
the mapping between the contract object and the first and second objects. Therefore, it would
have been obvious to one having ordinary skill in the art at the time of the invention was made to

use the contract management system of Gorur in view of Gower and Baker with mapping

described by Yin.

25.   In regard to claims 22, 23, 28-30, 48, and 49, Gorur in view of Gower and Baker

describes all the limitations of said claims except for the limitations of locators and identifiers.

Yin describes a Contract Object comprising locators and identifiers (Figure 9, especially,

Contract class, ProviderAccountId (FK), ConsumerAccountID (FK), and ParentContracId(FK)).

Therefore, it would have been obvious to one having ordinary skill in the art at the time of the

invention was made to use the contract management system of Gorur in view of Gower and

Baker with the locators and identifiers described by Yin.

26.   In regard to claim 24, Gorur in view of Gower and Baker describes all the limitations of

said claims except for the limitations "storing a metadata for the first object in the contract

object." Yin describes "storing a metadata for the first object in the contract object" (page 3,

[0023], especially, "associates multiple sets of metadata elements…", page 3, [0026], especially,

"Partners add contracts, contract metadata…", and Figure 12, especially, "CONTRACT

METADATA"). Therefore, it would have been obvious to one having ordinary skill in the art at

the time of the invention was made to use the contract management system of Gorur in view of

Gower and Baker with the contract metadata described by Yin.

27.   In regard to claim 27, Gorur in view of Gower and Baker describes all the limitations of

said claim. Further, Gorur describes a collection objection (page 4, [0055], especially, "the

assignment of entire groups of users to activities and rules", and [0061], especially, "Summary

tasks are similar to projects as they represent a collection of smaller activities"). However,

Gorur in view of Gower and Baker do not describe the limitation "a file object". Yin describes a

file object (page 12, [0233], especially, logical object containing the file name). Therefore, it

would have been obvious to one having ordinary skill in the art at the time of the invention was

made to use the contract management system of Gorur in view of Gower and Baker with a file

object as described by Yin.

>   Gower (US 5,535,383 A) in view of Baker et al. (US 5381545 A) (Baker hereafter) and
>
>   Gorur et al. (April 2003) (Gorur hereafter) **as applied to claims 17, 18, 20, 26, 32, 44, 45,**
>
>   **60, 61, and 68-70 above, and further in view of Yin et al. (US 2002/0091539) (Yin**
>
>   **hereafter).**

28.   **Claims 54 and 62 are rejected under 35 U.S.C. 103(a) as being unpatentable over**

Gower (US 5,535,383 A) in view of Baker et al. (US 5381545 A) (Baker hereafter), Gorur et al.

(April 2003) (Gorur hereafter), **and Yin et al. (US 2002/0091539) (Yin hereafter) and as**

applied to claims 17-24, 26-30, 32, 44-46, 48, 49, 60, 61, and 68-70 above, and further in

view of Kulkarni (1995).

MOTIVATION TO COMBINE

29.   Yin describes "need exists for a method and a system to over come the…short coming of

the prior art contract management system and provide a centralized contract system…a

multilateral environment" (page 2, column 2, last 3 lines, to page 3, column 1, line 3). Gorur

describes an "invention relates generally to enterprise management, and more specifically to a

system and method for improving collaboration between entities in a work environment" (page

1, [0006]) requiring software objects (page 2, [0026]). While, Gower describes an improvement

to permit collaboration between principal objects to achieve a task using contract objects

(column 7, lines 61-62). Further, Gower describes standard contracts may require advance

notification of an upcoming database schema change, or specify what happens in the event of a

computer network failure (column 10, lines 37-39). Baker describes an improvement related to

the backup and subsequent recovery of data in a data processing system in the event of a system

failure (column 1, lines 5-13). Kulkarni describes a new approach to flexibility in system

software (Abstract etc.) wherein contract objects are key to the new approach (page 54, section

4.1.1.5). One of ordinary skill in the art at the time of the invention would have been motivated

by Yin to modify the software objects of Gorur in view of Gower, Baker, and Kulkarni to permit

collaboration between principal objects to achieve a task using contract objects.

PRIOR ART

30.   In regard to claims 54 and 62, Gorur in view of Gower, Baker, and Yin describes the

limitations of said claims. Further, Yin describes "a clause type is selected…equipment update

clause…" (page 13, [0245]) wherein "the metadata for association can include contract

clauses…" (page 11, [0193]). However, Gorur in view of Gower, Baker, and Yin does not

describe the limitation of a rename event. Kulkarni describes a rename event such rename a file

(page 85, Table 5.1). Therefore, it would have been obvious to one having ordinary skill in the

art at the time of the invention was made to use the rename event of Kulkarni to overcome the

short coming of the prior systems to permit collaboration between principal objects to achieve a

task using contract objects.

CONCLUSION

31.   Applicant's amendment necessitated the new ground(s) of rejection presented in this

Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a).

Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

32.   A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the date of this

final action.

33.   Patent applicants with problems or questions regarding electronic images that can be

viewed in the Patent Application Information Retrieval system (PAIR) can now contact the

USPTO's Patent Electronic Business Center (Patent EBC) for assistance. Representatives are

available to answer your questions daily from 6 am to midnight (EST). The toll free number is

(866) 217-9197. When calling please have your application serial or patent number, the type of

document you are having an image problem with, the number of pages and the specific nature of

the problem. The Patent Electronic Business Center will notify applicants of the resolution of

the problem within 5-7 business days. Applicants can also check PAIR to confirm that the

problem has been corrected. The USPTO's Patent Electronic Business Center is a complete

service center supporting all patent business on the Internet. The USPTO's PAIR system

provides Internet-based access to patent application status and history information. It also

enables applicants to view the scanned images of their own application file folder(s) as well as

general patent information available to the public.

34.   For all other customer support, please call the USPTO Call Center (UCC) at 800-786-

9199. The USPTO's official fax number is 571-272-8300.

35.   Any inquiry concerning this communication or earlier communications from the

examiner should be directed to C. Dune Ly, whose telephone number is (571) 272-0716. The

examiner can normally be reached on Monday-Friday from 8 A.M. to 4 P.M.

36.   If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Tim Vo, can be reached on (571) 272-3642.

/Cheyne D Ly/
Primary Examiner, Art Unit 2168